

Data Processing Agreement

Parties:

1. The hotel that has contracted Guest & Co B.V. to perform hotel marketing services on its behalf (hereinafter referred to as the "Controller"),

and

2. Guest & Co B.V., located at Spinozastraat 45-H, 1018 HJ Amsterdam, registered with the Chamber of Commerce under number 94713308, represented by Patrick Brand, Director (hereinafter referred to as the "Processor"),

together referred to as the "Parties" and individually as "Party",

Whereas:

- The Controller has engaged Guest & Co B.V. (Processor) to perform hotel marketing services, which may involve the processing of personal data, including but not limited to: names, contact details, booking information, and other relevant personal data of the hotel's customers, employees, or website visitors (hereinafter referred to as "Data Subjects").

- The Processor agrees to process these personal data in accordance with the terms of this Data Processing Agreement and applicable laws and regulations, including the General Data Protection Regulation (GDPR).

- By entering into an agreement for the provision of hotel marketing services with the Processor, the Controller explicitly agrees to both the GDPR terms and the General Terms and Conditions of the Processor. These terms are available on the Processor's website (www.guestco.com/documents).

Article 1. Subject of the Agreement

- 1.1 The Processor shall process personal data on behalf of the Controller in accordance with the provisions of this Agreement.
- 1.2 The processing shall only take place for the following purposes: the execution of hotel marketing services for the Controller, which may include personal data such as name, contact information, booking data, behavioral data (if applicable), and any other relevant data.
- 1.3 The Processor shall assist the Controller in ensuring that the rights of the Data Subjects (including the right to access, rectify, erase, restrict processing, data portability, and object) are upheld in accordance with GDPR.

Article 2. Duration of the Agreement

- 2.1 This Agreement enters into force on the date the hotel has commissioned the execution of hotel marketing services and remains in effect as long as the Processor processes personal data on behalf of the Controller.
- 2.2 Upon termination of the agreement, the Processor may no longer process the personal data of the Controller unless necessary to comply with legal obligations. The Processor shall, at the Controller's request, return or securely destroy the personal data in a manner compliant with GDPR requirements.

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Article 3. Processor's Obligations

- 3.1 The Processor shall only process personal data in accordance with the written instructions of the Controller.
- 3.2 The Processor shall implement appropriate technical and organizational measures to protect personal data from loss, unauthorized access, disclosure, alteration, or any other form of unlawful processing. Such measures may include, but are not limited to, encryption, access control, and regular security audits.
- 3.3 The Processor shall, where reasonably possible, assist the Controller in fulfilling its obligations under the GDPR, including providing necessary support in responding to data subjects' requests to exercise their rights.

Article 4. Data Breaches

- 4.1 The Processor shall notify the Controller without undue delay, and no later than 48 hours, of any personal data breach that has occurred. The notification shall include all relevant information necessary for the Controller to fulfill any notification obligations under the GDPR.

Article 5. Confidentiality

- 5.1 The Processor is obliged to maintain the confidentiality of the personal data processed under this Agreement unless disclosure is required by law. The Processor shall ensure that employees and any third parties engaged in processing activities on behalf of the Processor are also bound by confidentiality agreements.

Article 6. Sub-processors

- 6.1 The Processor is entitled to engage sub-processors that are customary in the field of hotel marketing without the prior written consent of the Controller, provided that the Processor ensures that these sub-processors comply with the terms of this Data Processing Agreement and the GDPR.
- 6.2 The Processor shall remain fully liable to the Controller for the performance of its sub-processors. The Processor will notify the Controller of any intended changes regarding the addition or replacement of sub-processors, providing the Controller with the opportunity to object.

Article 7. Data Transfers Outside the EEA

- 7.1 The Processor shall not transfer personal data outside the European Economic Area (EEA) unless such transfers comply with the GDPR's requirements for international transfers of personal data.
- 7.2 In cases where such transfers occur, the Processor shall ensure that appropriate safeguards are in place, such as Standard Contractual Clauses (SCCs) or Binding Corporate Rules (BCRs), to protect the personal data.

Article 8. Liability

- 8.1 The Processor is liable for any damage resulting from its failure to comply with this Agreement or the GDPR, insofar as the damage can be attributed to the Processor.
- 8.2 The Processor's liability is limited to the amount paid out by its insurer or, if uninsured, to the amount that the Controller has paid the Processor in the twelve months preceding the damage event.

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Article 9. Termination

9.1 Upon termination of this Agreement, the Processor shall, at the Controller's choice, either return all personal data to the Controller or securely delete or destroy it. The Processor shall provide written confirmation of the deletion or destruction upon request.

Article 10. Applicable Law and Dispute Resolution

10.1 This Agreement is governed by the laws of the Netherlands.

10.2 Disputes arising from or related to this Agreement shall be submitted to the competent court in Amsterdam, the Netherlands.